OFFICE OF THE GENERAL COUNSEL Division of Operations-Management

MEMORANDUM OM 87-20

13 March 1987

TO : All Regional Directors, Officers-in-Charge,

and Resident Officers

FROM : Joseph E. DeSio, Associate General Counsel

SUBJECT: Bridge Program

We have recently completed negotiations with the NLRB Union concerning the Bridge Program Training Agreement for Labor Management Relations Examiners. This memorandum will set forth the major changes in the program as approved by the Office of Personnel Management, as well as a modification to Article 7, Section 4(j) of the Agreement between the General Counsel and the NLRB Union covering field office clerical employees. The new program is effective immediately for all future actions regarding the program except as otherwise noted below.

The Bridge Program Training Agreement consists of the Agreement itself and 2 letters from Richard R. Wood, Chief of OPM's Recruiting and Staffing Services Division. Those documents are attached and should be maintained in each field office for reference by all employees. When it is determined that a Bridge position is to be posted in a particular Region, a complete packet of information, including a copy of the Bridge Program, will be provided to you by Executive Assistant Carole K. Coleman.

In summary, the Bridge Program has been modified as follows:

- -- Section 2.a.1 has been modified to reflect that part-time employees may be selected for the Program as a full-time employee, subject to the availability of a full-time position.
- -- Section 2.a.2 has been clarified to provide for pay retention for employees who enter the Program at the GS-7 level, but who were serving in positions at GS-8 or higher (note OPM letter).
- --Section 2.a.3 has been modified to provide that trainees may be permitted to repeat any year of the Program provided that the Program does not exceed 4 years; and that the failure to

progress to a succeeding year of the Program within 2 years, or failure to complete the program in 4 years, is an appropriate basis for removal.

--Section 2.a.5 has been modified to provide that promotions during the Program will be temporary in nature so that, in the event a participant is validly removed from the Program, any reduction in grade or pay, which might be required, will be achieved by terminating the temporary promotion action rather than having to take an adverse action (see OPM letter). It should be noted that, upon successful completion of the Program, the participant's placement at the appropriate grade level will be a permanent action. Further, although any reduction in grade or pay, which might result from removal from the Program, is not subject to the adverse action or grievance procedure, an employee may grieve removal from the Program, i.e., the appropriateness of assigned performance ratings; allegations of discrimination.

--Section 2.b has been modified to provide that, in order for an employee to be eligible for conversion to the target position, he or she must, inter alia, demonstrate the potential to progress to at least the full performance level. That is, it is not enough that the employee only demonstrate the ability to perform at the next higher grade, but he/she must demonstrate the potential to perform at the GS-12 field examiner position.

--Section 3.d has been clarified to note that the same test for grievability applies to nonselection for the Program as to nonselection for competitive positions.

--Section 4.c has been modified to increase and specify the formal course requirements for Bridge participants. Thus, a participant is now required to satisfy 30 semester hours of college courses rather than 24. Further, the Program now specifies that, during the first year, the employee must take 3 hours of speech/oral communication; 6 hours in English composition or college-level writing; and 3 hours in logic; and will be encouraged to take 3 hours in accounting.

Although the foregoing represents the major changes in the Bridge Program, there are other less significant language or other modifications, and you should carefully review the entire Program. In that regard, the training outline has also been clarified in certain respects.

Page Three

In addition to the modifications of the Bridge Program, it was necessary to negotiate a change to Article 7, Section 4(j) of the Agreement covering field office clerical employees to conform to the temporary promotion provisions of the Program. The agreement to modify that Section is contained in a Memorandum of Understanding, a copy of which is attached.

As indicated at the outset, the modifications to the Bridge Program are effective immediately. We have agreed with the NLRBU that the employees currently in the Program shall be exempt from the new formal education requirements, although they are encouraged to meet those requirements.

Any questions concerning this memorandum should be directed to your Assistant General Counsel.

Attachments

cc: NLRBU

MEMORANDUM OF UNDERSTANDING between The General Counsel of the National Labor Relations Board and The National Labor Relations Board Union

This Memorandum of Understanding is entered into for the purpose of modifying Article 7 Section 4 (Bridge Program) of the Agreement between the General Counsel of the National Labor Relations Board and the NLRB Union covering field office clerical employees.

In particular, Article 7 Section 4(j) is hereby modified to read as follows:

(j) In order to allow for promotions during the Bridge Program, and because the nature of the Bridge Program precludes a final determination as to the candidate's conversion until completion of the entire program, applicants will be required to sign an acknowledgement that all promotions during the Bridge Program are temporary and that, upon successful completion of the Bridge Program, (1) if the employee is converted to the target position by reclassification at the same grade, the most recent promotion received during the Program will become permanent; or (2) if the employee is converted to the target position by promotion to a higher grade, such action shall be a permanent promotion.

The parties agree that the use of temporary promotions, as set forth in Section (j) above, is for the sole purpose of returning unsuccessful Bridge Program participants to their former clerical positions without the need to resort to adverse action procedures should such position be at a lower grade, and that the use of temporary promotions does not mean that a Bridge Program participant will otherwise be reduced in grade while in the Bridge Program.

The parties further recognize that the Bridge Training Agreement for Labor Management Relations Examiners consists of the basic Agreement as submitted to the Office of Personnel Management (OPM) for approval on 27 May 1986, as well as OPM's subsequent modifications to that Agreement contained in letters from Richard R. Wood, Chief of OPM's Recruiting and Staffing Services Division, to Ernest Russell, Director of Administration, (which letters are identified as SSS:EDU 5-2 numbers 23 and 24).

MEMORANDUM OF UNDERSTANDING Page Two

The parties further agree to seek OPM's approval to hereafter modify item (5) on page 3 of the Bridge Training Agreement to conform to the language of Article 7 Section 4(j), as set forth above. However, that action shall not delay the implementation of the provisions of this Memorandum of Understanding or the Bridge Training Agreement as already approved.

For the General Counsel:

B. Allan Benson, Deputy to

the Assistant General Counsel

For the NLRB Union:

Irving E. Gottschalk, President, NLRB Union

Dated: 7-1, 1987



United States

Office of Personnel Management



Washington, D.C. 20415

SSS:EDU 5-2

Mr. Ernest Russell Director of Administration National Labor Relations Board Washington, D.C. 20570

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Dear Mr. Russell:

Our review of your revised Bridge Program Training Agreement for Labor Management Relations Examiners reflects that it continues to meet OPM requirements and standards for selection and position change although certain other sections require modification.

More specifically, we made pen/ink changes to page 2 of the agreement to reflect that candidates for the program above GS-7 will receive pay retention upon entering the program. This change was approved by your staff. A copy of page 2 reflecting this change is enclosed.

It is also our determination that the requirement for applicants to waive their right to adverse action procedures, as stipulated in item (5) on page 3, is inappropriate for inclusion in a training agreement. This is because the primary purpose of training agreements is to diminish agency manpower problems by attracting and training the best qualified participants available. Requiring applicants to waive their rights beforehand could significantly decrease both the number of applicants and their overall quality level, thereby reducing the overall efficacy of the program. We have also enclosed a copy of page 3 reflecting this deletion.

Sincerely,

Richard R. Wood, Chief Recruiting and Staffing Services Division

Enclosures

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-- Are currently serving on career conditional or career appointments;

-- Have demonstrated their potential for career development in a professional occupation.

(2) Experience and/or Training Requirements:

To be considered eligible for assignment to a trainee position, the applicant must have the following amounts of qualifying experience:

Grade GS-4	2 years
Grade GS-5	3 years
Grade GS-6	3½ years
Grade GS-7	4½ years

"Qualifying experience" is that which is gained in technical, specialized, clerical, administrative or other responsible work which has demonstrated the employee's potential to satisfactorily complete the developmental program.

Successful study in a college or university may be substituted at the rate of 1 year of education for 9 months of experience, not to exceed a total of 3 years.

Unless an employee is found qualified on the basis of education alone, at least 1 year of qualifying experience must have been comparable in difficulty and responsibility to that of the next lower grade in the Federal service.

Successful candidates currently serving at GS-4, 5, 6 or 7 will be assigned to the program at their present grade levels. Successful candidates currently serving at GS-3 will be promoted to GS-4. Successful candidates serving at or above GS-8 will enter the program at GS-7. The highest previous Pay Retracted to the shall apply in those instances where employees above the GS-7 level are selected for entrance in the program.

(3) Length of Training:

The normal length of the training program will be 3 years. However, the length and/or intensity of the program may be altered to conform to the individual developmental needs of trainees. Trainees may be permitted to repeat any year phase of the program, provided that the overall length of the program does not exceed 4 years. The failure of

a trainee to progress to succeeding year phases of the program within two years in any year phase of the program or to complete the program in a maximum of four years is an appropriate basis to remove the trainee from the program.

(4) Retention and Promotions During Training:

In order to be retained in the program and where appropriate, promoted, a trainee must achieve appropriate performance ratings. In addition, a trainee who enters the program at one or more grade levels below that of the target position will be non-competitively promoted to the next higher grade after each full year in the program up to and including grade GS-7, providing the trainee has met all of the requirements for promotion. At the end of the third year, the trainee may be reassigneed or promoted, as appropriate, to the target position, Labor Management Relations Examiner, GS-244-7, consistent with b below.

- (5) In order to allow for promotions during the Bridge Program, and because the nature of the Bridge Program precludes a final determination as to the candidate's conversion until completion of the entire program, applicants will be required to sign an acknowledgement that any reduction in grade or pay which may be necessary to return the employee to his or her former or, as appropriate, other position upon failure to meet standards, shall not be subject to the adverse action or grievance procedures.
- b. <u>Target Position</u>: The target position will be Labor Management Relations Examiner, GS-244-7.

Eligibility Requirements:

Trainees will be recommended by the Regional Director or Officer-in-Charge Subregion 39 (Hartford) for assignment to the target position if they have: (A) successfully completed the training program; (B) achieved appropriate performance ratings; (C) demonstrated the ability to perform at the GS-7 Field Examiner level; (D) demonstrated the potential to progress to at least the full performance level; and (E) met Office of Personnel Management qualification requirements (Single Agency Qualifications Standard for positions classified in the GS-244 occupational series).



Office of Personnel Management



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Washington, D.C. 20415

Mr. Ernest Russell Director of Administration National Labor Relations Board Washington, D.C. 20570

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Dear Mr. Russell:

After considerable deliberation, including several discussions with NLRB's personnel and legal staff, we have determined that, effective on the date of this letter, any promotions gained through participation in the Bridge Program Training Agreement for Labor Management Relations Examiners, other than promotions to target positions, will be temporary in nature.

This modification is justified on a provisional basis essentially due to this particular agreement's almost uniquely long training period which can reach 4 years in duration. This abnormal length creates the possibility for several promotions while in trainee status and because trainees have to forfeit promotions if they are not promoted to the target position, trainee promotions in this program are less reliable indicators of ultimate promotion to the target position than those promotions in more conventional training programs of shorter duration. Because of this, there is considerably more justification for designating promotions under this agreement as temporary than there would be for promotions in more standardized agreements.

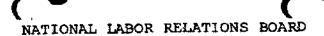
This provisional modification, which you have requested, will continue until November 21, 1987, the expiration date of the current 2-year agreement. Any request for renewal containing this modification must include the following information for each of the periods, November 21, 1985 to the date of this letter and from the date of this letter to October 21, 1987: (1) the total number of trainees participating in the program at any time during each period; and (2) the total number of

trainees leaving the program prematurely during each period, as well as their grade levels upon entering and leaving the program and their date of entry into the program.

Sincerely,

Richard R. Wood, Chief Recruiting and Staffing Services Division

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BRIDGE PROGRAM FOR LABOR MANAGEMENT RELATIONS EXAMINER POSITIONS

GENERAL SCHEDULE POSITIONS GS-4, 5, 6 and 7

1. Purpose: The purpose of this program is to provide carefully selected employees who are currently serving in nonprofessional positions with an opportunity to qualify for professional careers as Labor Management Relations Examiners. Career development activities to be provided these employees include formal education and training and assignment to specially designed "bridge" positions which will provide them with qualifying experience and on-the-job training.

Specifically, the objectives of this program are:

- a. To achieve more effective utilization of those employees who have the capacity for professional development;
- To permit career movement for capable employees whose current job assignments fail to provide opportunities for professional development;
- c. To motivate employees toward high achievement and create an environment which promotes high morale.

Position Coverage:

a. Trainee (Bridge) Positions: Trainee positions will be established and posted at grades 4, 5, 6 and 7 in the GS-303 occupational series. Positions established at the GS-4, 5 and 6 levels will be titled Labor Management Relations Aid, whereas at the grade GS-7 level, Labor Management Relations Assistant will be the title used. Not more than one trainee position will be made available in each of the Regional Offices, and in the Hartford Subregional Office.

(1) Basic Eligibility Requirements:

Trainees will be selected consistent with the Agency's merit promotion program from among full-time NLRB employees (or part-time employees subject to the availability of a full-time position to which the employee can be converted) who currently hold nonprofessional "field" positions in grades GS-3 and above who:

-- Are currently serving on career conditional or career appointments;

--Have demonstrated their potential for career development in a professional occupation.

(2) Experience and/or Training Requirements:

To be considered eligible for assignment to a trainee position, the applicant must have the following amounts of qualifying experience:

Grade GS-4	2 years
Grade GS-5	3 years
Grade GS-6	3½ years
Grade GS-7	4½ years

"Qualifying experience" is that which is gained in technical, specialized, clerical, administrative or other responsible work which has demonstrated the employee's potential to satisfactorily complete the developmental program.

Successful study in a college or university may be substituted at the rate of 1 year of education for 9 months of experience, not to exceed a total of 3 years.

Unless an employee is found qualified on the basis of education alone, at least 1 year of qualifying experience must have been comparable in difficulty and responsibility to that of the next lower grade in the Federal service.

Successful candidates currently serving at GS-4, 5, 6 or 7 will be assigned to the program at their present grade levels. Successful candidates currently serving at GS-3 will be promoted to GS-4. Successful candidates serving at or above GS-8 will enter the program at GS-7. The highest previous Pay retention rate rule shall apply in those instances where employees above the GS-7 level are selected for entrance in the program.

(3) Length of Training:

The normal length of the training program will be 3 years. However, the length and/or intensity of the program may be altered to conform to the individual developmental needs of trainees. Trainees may be permitted to repeat any year phase of the program, provided that the overall length of the program does not exceed 4 years. The failure of a trainee to progress to succeeding year phases of the program within two years in any year phase of the program or to complete the program in a maximum of four years is an appropriate basis to remove the trainee from the program.

(4) Retention and Promotions During Training:

In order to be retained in the program and where appropriate, promoted, a trainee must achieve appropriate performance ratings. In addition, a trainee who enters the program at one or more grade levels below that of the target position will be non-competitively promoted to the next higher grade after each full year in the program up to and including grade GS-7, providing the trainee has met all of the requirements for promotion. At the end of the third year, the trainee may be reassigneed or promoted, as appropriate, to the target position, Labor Management Relations Examiner, GS-244-7, consistent with b below.

- (5) In order to allow for promotions during the Bridge Program, and because the nature of the Bridge Program precludes a final determination as to the candidate's conversion until completion of the entire program, applicants will be required to sign an acknowledgement that any reduction in grade or pay which may be necessary to return the employee to his or her former or, as appropriate, other position upon failure to meet standards, shall not be subject to the adverse action or grievance procedures.
- b. <u>Target Position</u>: The target position will be Labor <u>Management Relations Examiner</u>, GS-244-7.

Eligibility Requirements:

Trainees will be recommended by the Regional Director or Officer-in-Charge Subregion 39 (Hartford) for assignment to the target position if they have: (A) successfully completed the training program; (B) achieved appropriate performance ratings; (C) demonstrated the ability to perform at the GS-7 Field Examiner level; (D) demonstrated the potential to progress to at least the full performance level; and (E) met Office of Personnel Management qualification requirements (Single Agency Qualifications Standard for positions classified in the GS-244 occupational series).

Evaluation and Selection:

- a. To ensure eligibility for consideration, the Division of Operations Management in cooperation with the Personnel Branch will be responsible for preliminary screening of applicants' qualifications.
- b. In evaluating and ranking candidates, consideration will be given to:
 - (1) The candidates'
 - --Working experience;
 - -- Education and training;
 - --Special achievement;
 - --Overall performance; and
 - --Potential.
 - (2) The contents of the Appraisal for Potential Based on Job Elements (form NLRB 4940).
 - (3) The results of the Regional interviews conducted to ascertain candidates' career goals and potential for professional development.
- c. For each posting, a maximum number of five candidates may be ranked the highest by the rating official(s) and designated as best qualified and they shall be certified in writing, to the Associate General Counsel, Division of Operations Management.
- d. The decision to fill or not fill any of the positions or to select specific applicants will be made by the Associate General Counsel, Division of Operations Management, who may select any candidate on the best qualified list. Except for an allegation that the employee's non-selection is in violation of Article 4. Sections 1, 4, or 11 of the Agreement between the General Counsel of the National Labor Relations Board and the NLRB Union covering field office clerical employees, or any law affecting conditions of employment, non-selection from a list of candidates properly certified and ranked in accordance with this program not be subject to the grievance or arbitration procedures.

Training Plan: The plan will follow the same general outline for all trainees; i.e., it will be geared to the basic requirements of the Labor Management Relations Examiner occupation and designed so as to assure the trainee's acquisition of the essential knowledge and skills appropriate for the grade level of the target position. However, the plan will also be tailored to the individual trainee's needs and background. The duties assigned and training courses required will be commensurate with the trainee's past experience and training and program grade level. The plan will include both on and off-the-job training.

An individual training plan will be developed within 2 weeks after a trainee is officially assigned to a trainee position. The plan shall include:

- a. Orientation: (Duration: 1 week) The orientation will be designed to add to the knowledge of the trainee with respect to the history, mission and accomplishments of the NLRB, its organizational structure and program components, policies and procedures, and the trainee's own obligations and rights. This orientation will be provided by the Division of Operations Management and the Region.
- b. On-the-job Training: (Duration: 155 weeks) On-the-job training will be conducted in the office where the target position exists. Carefully supervised work assignments will become increasingly more difficult commensurate with the trainee's level of development. (Note: (1) Where additional formal training time is found to be desirable and available, on-the-job training time may be adjusted as appropriate. (2) In addition to performing necessary training assignments, trainees will continue to perform assigned clerical duties as described below.
 - courses will be taken, eighteen of which are those listed in the Single Agency Qualifications Standard for positions classified in the GS-244 occupational series. During the first year, the trainee must take (if available) 3 semester hours in Speech/Oral Communication, 6 semester hours in English Composition or College-level Writing, and 3 semester hours in Logic; and will be encouraged to take 3 semester hours in Accounting. After the first year, the remaining semester hour must be from

Reference to semester hours is understood to also mean equivalent quarter hours.

among those listed in the Single Agency Qualifications Standard, with the understanding that any of the above-listed credits, including Accounting, which were not satisfied in the first year of the program must be satisfied in the second year of the program. (Exception: A trainee who has already successfully completed the above college-level courses prior to entry into the program may be required to take an appropriate number of other courses while in the program.) The educational institution, the curriculum, and the cost assumed therewith, and schedule of courses, must be approved in advance by the appropriate Regional Director in consultation with the Division of Operations Management and the Personnel Branch.

- d. Self-Development: The trainee will be made aware of his/her own responsibility for self-development. Toward this end, he/she will be expected to read extensively from a selected list of materials which are pertinent to the career field (see sample training plan below).
- Evaluation: The Division of Operations Management will 5. develop, supervise and administer the evaluation phase of this program. The Personnel Branch will have monitoring responsibility with respect to the evaluation system. Written supervisory evaluations of the trainee's progress and the effectiveness of the training will be required on a regularly-scheduled basis. Ninety days following assignment to a trainee position, a written evaluation will be made of the trainee's developmental needs and of the plan which was tailored to provide him/her with the necessary knowledge and skills. Subsequent written supervisory evaluations will be required quarterly thereafter. The supervisor is required to review those evaluations with the trainee at the time evaluation forms are completed. In assessing the trainee's overall progress, the supervisor will take into consideration the trainee's college course work. (Note: Should a trainee receive a grade of less than a C, this will be taken into consideration in assessing the trainee's ability to perform as a Labor Management Relations Examiner.) On an annual basis, the trainee will receive an annual appraisal and where appropriate a promotion recommendation.

Upon completion of training, the Regional Director will submit a comprehensive evaluation of the achievement, including course work and performance of the trainee, and recommend to the Division of Operations Management whether the trainee is qualified for the target position. trainee will also be required to make a written evaluation and furnish grade transcripts at the completion of any college course work or of formal training provided at NLRB expense, and quarterly will assess his/her own development. Upon satisfactorily completing the training program and successfully demonstrating performance in the trainee position, the trainee will be eligible for reassignment or promotion to the target position. A written certificate of his/her satisfactory completion of training under the program will be filed in his/her Official Personnel Folder. The training program file will contain a record of the actual training provided each trainee. These files will be retained for a minimum period of 2 years after completion of the training.

- 6. Action Upon Failure to Meet Standards: Except as indicated below, when the Associate General Counsel, Division of Operations Management, determines that a trainee has failed to meet performance requirements, the trainee will, depending on the availability of suitable position vacancies, be laterally reassigned or returned to his/her former position or to a similar position with equivalent status and grade. In cases where an employee entered the program through change to lower grade, repromotion to the employee's former grade level will be subject to competitive merit promotion procedures.
- 7. Promotions: There is no guarantee of promotion under the provisions of the program. Promotions will be based on a positive determination that the trainee has met the performance requirements, has satisfactorily completed the necessary training, has demonstrated an ability to perform the duties of the target position, and has been evaluated and recommended by the appropriate officials. This program does not in any way provide authorization for an exception to the time-in-grade restrictions. Additional development of candidates beyond target positions will follow normal promotion procedures.
 - 8. Counseling: Career counseling will be provided by the Regional Office and a representative of the Division of Operations Management at the time he/she enters the program and at appropriate intervals thereafter.

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9. Cost of Operating Training Program and Productivity Gains:

- a. The NLRB is convinced that the cost of operating the training program will be more than offset over a period of time by improved employee morale, productivity and efficiency.
- b. Additional funds will not be requested for the specific purpose of effecting grade adjustments.
- 10. Flexibility Provisions: To avoid the necessity for frequent minor changes in the program caused by changes in the needs of the Agency or the trainee, it is permissible to:
 - a. Alter length and intensity of the individual training plans to conform to the individual developmental needs of the trainees;
 - b. Extend elapsed training time (not to exceed 1 year) as appropriate in individual cases to cover contingencies such as sick leave, emergency annual leave, or a trainee's difficulty in grasping a portion of the training or a particular development assignment;
 - c. Alter segments of training to permit learning experience to coincide with actual work situations as they arise during the developmental period (when such changes are considered desirable);
 - d. Add or modify subject matter material to reflect technological changes, the needs of the NLRB and of the trainee, and evaluation of experience with the training program;
 - e. Curtail or modify the program due to staffing or budgetary reasons, although this is unlikely due to the priority accorded to upward mobility.
- 11. Administration of the Program: The Associate General Counsel, Division of Operations Management, and the Director of Personnel are responsible for administration of the program with delegated authority provided to subordinate staff members.

The Division of Operations Management and the appropriate Regional Offices will, in consultation with the Personnel Branch, develop specific training plans within program guidelines and will review and evaluate their effectiveness annually.

APPENDIX

Typical Training Plan

Name:

J. Doe

Present Job Title:

Labor Management Relations Aid

Series and Grade:

GS-303-

Entry into Training:

August 25, 19___

Duration of Training:

3-year program

Objective:

To develop, through planned reading, formal training, discussion and work experience, Doe's ability to perform the duties of a Labor Management Relations Examiner related to processing representation petitions and unfair labor practice charges, e.g.:

- -- analysis of facts, procedures and law in representation and unfair labor practice cases;
- -- processing of petitions and charges,
 holding of conferences and elections,
 legal research, interviewing
 witnesses:
- -- preparation of oral and written reports, forms and other documents.

Elements of the Individual Training Plan

Phase I

l Week

A. <u>Program Orientation</u> - During the first session, the trainee meets with the group supervisor and is given a detailed orientation on the provisions of the "bridge program" and the mechanics of its operation. The trainee receives information regarding the frequency of his or her participation in the program (i.e., no less than 3 days per week the first year, 5 days per week the second and third years), frequency of evaluations (quarterly), the standard of performance the trainee is expected to achieve at each stage of the program, eligibility for promotion, college course work, and other aspects of the program regarding which the trainee may have questions. This session should also form a foundation for the development of a training program tailored to the specific needs of the trainee, based on the typical program which follows.

Depending on the needs of the trainee, the Agency will pay for the following required college course work: 3 semester hours 1/ in Speech/Oral Communication, 6 Semester hours in English Composition or College Level Writing, 3 semester hours in Logic (all to be taken during the first year of the program), and 3 semester hours in Accounting preferably to be taken during the first year of the program). The remaining semester hours must be

Reference to Semester hours is understood to also mean equivalent quarter hours.

-3in one of the specialized areas, the substance of which is directly related to the work of the Agency (political science or government, economics, industrial relations or labor relations, personnel administration, business administration, accounting or labor law). Tuition, books and fees will be paid by the Agency under the Government Employee Training Act and in accordance with the provisions of the Agreement between the General Counsel of the National Labor Relations Board and the NLRBU covering field office clerical employees. The trainee will be required to submit reports on his or her progress at the end of each grading period. Depending on the needs of the office, the trainee will perform clerical duties up to 40 percent of the time during the first year of the program. Orientation to the Mission of the Agency and Functions of a Field Examiner - The remaining sessions of the orientation broaden the trainee's view of the National Labor Relations Act, the Agency, the operations of the Regional Offices, and the role played by the Labor Management Relations Exmainer. The following training material will be provided to the trainee: National Labor Relations Board Personnel Handbook 1. The Genesis of the National Labor Relations Board 2. Summary of the National Labor Relations Act 3. The Board's Rules and Regulations and Statements of 4. Procedure NLRB Organization and Functional Chart 5. NLRB Internal Instructions and Guidelines 6. A Guide to Basic Law and Procedures Under the National 7. Labor Relations Act

- 8. The most recent Annual Report of the National Labor Relations Board
- 9. Representation Case Flow Chart
- 10. An Outline of Law and Procedure in Representation Cases
- 11. Set of current NLRB forms
- 12. A list of Reading Assigments
- 13. A schedule of training
- 14. Agreement between the General Counsel and the NLRB Union (Professional Unit)
- 15. A Guide to Jurisdiction (an outline by Elihu Platt)
- 16. Jurisdictional Guide

The historical backgound of the development of labor management relations and legislation preceding the National Labor Relations Act will be discussed. The instructor will assign reading and discuss the following topics.

I. The NLRB and its Organization

- A. Development of National Labor Relations Act, Platt -The Genesis of the National Labor Relations Board
 - National Industrial Recovery Act
 - Wagner Act, N.L.R.B. v. Jones and Laughlin Steel. Corp., 301 U.S. 1(1937)
 - 3. Taft-Hartley
 - 4. Landrum-Griffin
 - Postal Reform Act

B. Role of Other Agencies in Employment Matters

- Department of Labor
 - (a) Wage and Hour
 - (b) Occupational Safety and Health
 - (c) Landrum-Griffin
 - (d) F.M.C.S.
 - (e) Office of Federal Contract Compliance
 - (f) Civil Service Reform Act
- 2. EEOC
- United States Attorney
- 4. State Employment Commissions
- 5. National Mediation Board Railway Labor Act

II. Orientation of the Agency

- A. The Board
- B. The General Counsel's Office
 - 1. Division of Operations Management
 - (a) Regional Offices
 - (b) Washington
 - 2. Division of Advice
 - (a) Regional Advice Branch
 - (b) Legal Research and Policy Planning
 Branch
 - 3. Division of Enforcement Litigation
 - (a) Appellate Court Branch
 - (b) Office of Appeals
 - (c) Supreme Court Branch
- C. Division of Administration
- D. Division of Judges
- E. Regional Office Organization
 - Professional Hierarchy
 - Clerical Hierarchy
 - 3. Relationship and Dealings with the public
 - (a) Information Officer
 - (b) Information calls and visits to the office
 - (c) Press, TV and Radio
 - (d) Freedom of Information Act
 - (e) Parties and Witnesses

51 Weeks

C. On-the Job Training - Under the close supervision of the group supervisor, the trainee is exposed to certain aspects of representation and unfair labor practice case handling. The trainee first observes, then assists, and finally conducts secret ballot elections and processes petitions. Elections and consent conferences are conducted with an experienced agent or the group supervisor present for advice and assistance. Depending on

development during the year, the trainee may become solely responsible for certain of these functions. Assignments progress from petitions involving small units with no anticipated issues to larger and somewhat more complex bargaining units. During this period, the trainee will receive instructions and guidance in the use of research tools and in the preparation of written reports with respect to initial processing of petitions. The subject matter for study and discussion during this period is as follows: 1/

I. Representation Cases - Part I

- A. General Problems
 - 1. Objectives
 - (a) NLRB function in determination of representatives.
 - (b) Importance of expeditious handling in representation matters; time targets
- B. Procedural Problems in Representation Case
 - 1. The Petition
 - (a) Types: RC, RD, RM, and UD, AC, UC Read: Outline, pp. 30-33
 - (b) Assistance in preparing petition
 - (c) Information required
 - (1) Type of case
 - (2) Nature of employer's business (See other items on petition)

I/ In addition to these suggested reading topics, the supervisor should consider appropriate reading assignments in "The Developing Labor Law."

- (e) Docketing of petitions and Amended Petitions
 - (1) Responsibility
 - (2) Filing date
 - (3) When secured in field
- 2. Research of Regional Office Files
 - (a) Prior or current ULP or representation cases
 - (b) Possible additional interested parties
 - (1) Organizing within last 2 years
 - (2) Undocketed material; Rumor; competitive unions involving a particular craft
 - (c) Action on petition during compliance period of a ULP proceeding
- 3. Preparation for investigation
 - (a) Timing of start of investigation, time targets
 - (b) Notification of interested parties
 - (c) Conference or telephone method of investigation
 - (d) Survey of possible issues to be met and preparations for same
 - (e) Define in your own mind purpose of investigation, i.e., what you want to find out
 - (f) Use of checklist
 - (g) Material necessary for telehpone or conference
- 4. The investigation Manual Sections 11000-11019
 - (a) The telephone method How you start - what you say - how you complete - what you do if party indecisive (i.e., leave way open for consent election but set up case for hearing)
 - (b) The conference method
 Control of conference
 Sizing up parties
 Stating purpose of conference
 Obtaining agreement on noncontroversial
 matters
 - Narrowing and classifying disputed issues

Techniques in successful conference Impartiality

- Securing required information on procedural and substantive problems 2/

 - Commerce information
 Other interested parties
 Showing of Interest
 Labor relations history

 - (5) Question of representation
- 5. Unit
 - (a) Phraseology of unit discription
 - Lack of complete agreement over classifications or personnel in proposed unit
 - Distinction between unit and eligibility questions
- Regional determination
 - (a) Policy toward intervenors
- Showing of Interest (Manual Sections 11020-11040 7.
 - (a) What constitutes adequate showing
 - (b) Investigation of showing
 - (c) Check of interest (Form NLRB-4069)
 - (d) Disclaimer of interest
 - (e) Practical problems (attempts to revoke, etc.)
 - (f) Fraud or forgery
- Procedure where formal action is found necessary after investigation of petition
 - (a) Data required to set up hearing
 - Discuss final Report Recommending (p) Issuance of Notice of Hearing and data under each section
- 9. Election Agreements
 - Types of agreements and differences
 - (1) Filling out
 - (2) Designation of union name

In considering commerce, unit, question of representation, etc., it is intended that this be a discussion of procedural, not substantive matters.

(b) Election order sheet

(c) Notice, supplemental notice, and posting period

- (d) Location of voting place in plant; whether on or off company premises
- (e) Timing of election and voting hours
- (f) Electioneering
- (g) Release of voters
- (h) Voting booths number who provides
- (i) Observers
- (j) Eligibility data
- (k) Eligibility list, <u>Excelsion</u> list, final and binding eligibility Agreements
- (1) Election equipment
- (m) Names on ballot
- (n) Position on ballot
- (c) Count of ballot, where

10. Conduct of election

- (a) Preliminary matters
 - (1) Check of eligibility
 - a. Final and binding agreements
 - b. Excelsior list
 - (2) Presence of union agent at voting place prior to election
 - (3) Campaign literature or notices near polling place
 - (4) Instruction of observers and their behavior
 - (5) Inspection of voting place and booths
- (b) Identification of voters
- (c) Checking eligibility list
- (d) Ballot box
- (e) When to challenge
- (f) Treatment of or attitude toward voters
- (g) Observance of stipulated voting period
 - (1) Be on time, or earlier
 - (2) Open and close on schedule
- (h) Count of ballots
 - (1) Possible segregation or impounding if too many challenges call Regional Director
 - (2) Disposing of challenges prior to count
 - (3) Void and valid ballots
 - (4) Tally sheet

- (5) Tally of ballots
- (6) Certification on conduct
- 11. Board ordered elections
 - (a) Arrangements, difference in setting up compared to consents
 - (b) Extension of time
- 12. Regional Director-directed elections
 - (a) When held
 - (b) Waivers
 - (c) Request for Review
- 13. Administrative disposition of positions
 - (a) Dismissal after investigation
 - (b) Withdrawal
 - (1) Final report
 - (2) With or without prejudice

II. Representation Cases - Part II

- A. Substantive problems in representation cases
 - Unit appropriate for collective bargaining See Outline, pp. 135-156
 - (a) Prior determinations by Board
 - (1) Consent
 - (2) Change in operations
 - (b) Extent of organization
 - (c) Bargaining history
 - (d) Units based on race, size, sex, age, or union membership
 - (e) Specific types of unit
 - (1) Multiplant units Outline, pp. 157-169
 - (2) Multiemployer units Outline, pp. 170-179
 - (3) Professional employees Outline. pp. 223-224
 - Statutory Exclusions Outline, pp. 229-251
 - (a) Agricultural laborers
 - (b) Domestics
 - (c) Individual employed by parent or spouse
 - (d) Independent contractors
 - (e) Supervisors
 - (f) Railway workers
 - (g) Employees of "Nonemployers"

- 3. Statutory Limitations Outline, pp. 252-262
 - (a) Professional Employees
 - (b) Plant Guards

. 46

- Employee Categories by Board Policy <u>Outline</u>, pp. 263, 282
 - (a) Confidential Employees
 - (b) Managerial Employees
 - (c) Relatives of Management
 - (d) Office Clerical and Plant Clerical Employees
- 5. Status and Tenure Outline, pp. 283-297
 - (a) Part-time Employees
 - (b) Student Workers
 - (c) Dual Purpose Employees
- Raising the Question of Representation <u>Outline</u>, pp. 58-75
 - (a) Who may raise
 - (b) How raised
- 7. Bars to Proceeding
 - (a) Raiding disputes CHM 11050-11054
 - (b) Expanding unit General Extrusion, 121 NLRB 1165
 - (c) Contracting unit
 - (d) Turnover unit
 - (e) Pendency of ULP
- 8. Any problems not already discussed regarding representation cases

III. Unfair Labor Practice Cases

A. <u>Work Experience</u> In addition, the trainee will observe experienced agents as they interview witnesses, plan their investigations, analyze and evaluate evidence, research the law, present their reports and recommendations, and settle cases. As the trainee becomes familiar with the techniques involved, he or she becomes progressively more involved, gradually performing

greater portions of the work until he or she is ready to investigate a charge. Earlier investigations by the trainee will be conducted in the presence of the supervisor or an experienced agent; later investigations will be conducted by the trainee alone, but with close supervision. The trainee will also observe the preparation for, and conduct of, unfair labor practice trials.

B. Reading and Discussion - The trainee will study the following topics:

I. Unfair Labor Practice Cases

- A. Procedures
 - (1) Charges
 - (2) Assignment of cases
 - (3) Investigation generally (techniques of investigation will be discussed at a separate session)
 - (4) Settlement
 - (5) Withdrawal
 - (6) Dismissal
 - (7) Complaint
 - (8) Answer
 - (9) Amendment
 - (10) Subpoenas
 - (11) Motions
 - (12) Hearing Procedures
 - (13) Post-hearing Procedures
 - (14) Section 10(b) of the Act Bryan Mfg. Co., 362 U.S. 611, 54 LRRM 3212

II. Unfair Labor Practice Law

- A. Section 7 of the Act
- B. Employer and Union Unfair Labor Practices
 - (1) Section 8(a)(1) Interference, restraint and coercion

(a) Generally

- (1) Independent
- (2) Derivative
- (b) Threats of reprisal and promises of benefits
- (c) Statements
- (d) Interrogation Blue Flash Express, 109
 NLRB 591; Struksnes
 Construction Co., 165 NLRB
 1062; Johnnies Poultry
 Co., 146 NLRB 770
 - (e) Surveillance
 - (f) Concerted Activities Washington Aluminum Co., 370 U.S. 9, 50 LRRM 2235
- (2) Section 8(b)(l)(A) Restraint or coercion of employees in exercise of Section 7 rights
 - (a) Union rules proviso
 - (b) Forms of restraint and coercion
 - (1) Violence or threats
 - (2) Mass picketing
 - (3) Illegal union security and employment practices
 - (4) Actions to compel strike participation
 - (5) Union Fines Booster Lodge No. 405

 IAM (The Boeing Co.), 185 NLRB No. 23
 - (c) Duty of Fair Representation

 Miranda Fuel Co., 140 NLRB 181

 Hughes Tool Co., 147 NLRB 1573
- (3) Section 8(a)(3) and (4)
 - (a) Generally
 - (1) Proof of intent and motivation
 - (2) Per se conduct
 - (b) Protected and unprotected concerted activities
 - (c) Forms of discrimination
 - (1) Discharge
 - (a) For union activity
 - (b) For concerted activity (8(a)(1) violation)

- (c) Discharge of supervisor (8(a)(1) violation)
- (2) Constructive discharge
- (3) Layoff
- (4) Transfer
- (5) Reduction in wages and other adverse changes in working conditions
- (d) Indicia of discrimination
 - (1) Antiunion animus
 Statements by officials and
 supervisors
 - (2) Failure to give prior warning
 - (3) Condonation
 - (4) Timing
 - (5) Absence of explanation for action
 - (6) Conflicting or false reasons given
 - (7) Departure from established practice
 - (8) Disproportionate number of pro-union employees affected
 - (9) Replacement of dischargee or assignment of overtime work to remaining employees
 - (10) Disparity of treatment of other employees
- (e) Knowledge
 - (1) Employer knowledge
 - (2) Small plant doctrine
- (f) Defenses
 - (1) Misconduct

 Mistaken belief as to such conduct
 when employee is engaged in
 protected activity Burnup & Sims,
 137 NLRB 766; 379 U.S. 21, 57 LRRM
 2385
 - (2) Breach of plant rules
 Departure from past practice
 - (3) Absenteeism
 - (4) Unsatisfactory work
 - (5) Business conditions
- (4) Section 8(b)(2) To cause or attempt to cause an employer to discriminate
 - (a) Forms of violations

(1) Illegal employment agreements and practices

Local 357 Teamsters 365

- (2) Discriminatory hiring practices

 Miranda Fuel Co., 140 NLRB 181

 Local 269, IBEW (Mercer County)

 149 NLRB 768
- (3) Illegal union-security agreement and practices
- (5) Section 8(a)(4) Pedersen v. N.L.R.B., 38 LRRM 2227, 234 F.2d 417

U.S. 667

At the end of Phase I, the trainee will be evaluated and a decision will be made regarding whether to proceed to Phase II.

If both the on-the-job training and college course work have been satisfactory, the trainee will be evaluated and considered for promotion to the next higher grade level depending on his/her entry level, and training will continue on a full-time basis, 5 days per week.

Phase II and III

In the second and third year of the program, the trainee will be required to complete the remaining course work to total 30 overall semester or equivalent quarter hours (to include accounting during the second year of the program if not taken during the first year of the program) in one of the specifically related fields of study (political science or government, economics, industrial relations or labor relations, personnel administration, business administration, accounting and labor

- A. Work Experience While continuing to participate in representation case handling, the trainee will be assigned more complex unfair labor practice cases.
- B. Employer and Union Unfair Labor Practices The trainee will study and receive assignments in the following areas.
 - Section 8(a)(2) Domination of or assistance to labor organizations
 - (a) See Section 2(5) of the Act Cabot Carbon, 356 U.S. 203, 44 LRRM 2204
 - (b) Domination Carpenter Steel Co., 76 NLRB 670
 - (c) Assistance, support and interference Midwest Piping, 63 NLRB 1060, I.L.G.W.U. v. N..R.B., 366 U.S. 731, 48 LRRM 2251
 - (d) Remedial orders Julius Resnick, 86 NLRB 38
 - Section 8(a)(5)
 - (a) Nature and extent of duty to bargain in good faith American National Insurance, 343 U.S. 395, 30 LRRM 2147
 - (b) Majority Status and the Meaning of Certification Franks Bros., 321 U.S. 702, 14 LRRM 591

 Gissel Packing Co., 395 U.S. 575, 71 LRRM 2481

 Mar-Jac Poultry, 136 NLRB 785

 - (d) Appropriateness of unit
 - (e) Request to bargain
 - (f) Indicia of bad faith
 - (1) Uncompromising attitude
 - (2) Dilatory and evasive tactics
 - (3) Refusal to make concessions
 - (4) Miscellaneous
 - (g) Subject matter of collective bargaining

- (1) Mandatory subjects of bargaining
 Borg Warner, 356 U.S. 342, 42 LRRM 2034
 Fiberboard, 379 U.S. 203 57 LRRM 2609
 Ozark Trailers, 161 NLRB 561
- (2) Nonmandatory bargaining subjects
- (3) Illegal subjects
- (h) Mechanics of bargaining
 - (1) Generally
 - (2) Authority of representative
 - (3) Counterproposals
 - (4) Impasse
- (i) Acts in derogation of duty to bargain
 - (1) Imposing conditions
 - (2) Miscellaneous
- Section 8(b)(1)(B) Restraint or coercion of employers in selection of bargaining representatives
 - (a) Refusal to negotiate in presence of employer's authorized representative
 - (b) Other forms of restraint and coercion

 San Francisco Oakland Mailers Union 18, 172

 NLRB No. 252
 - (c) Preparation of Reports of C Cases
 - (1) Agenda Minute Director participating or Director approving only
 - (2) Dismissal report in Agency cases
 - (3) Dismissal report in non-Agency cases
 - (4) Form NLRB-4549
 - (5) Statement of Reasons for dismissal
 - (6) Requests for Advice
 - (7) Withdrawals (including non-Board settlements)

Evaluation and Certification

At the end of the second year, the group supervisor completes the second annual appraisal of the trainee and makes a recommendation regarding retention in the program and, where appropriate, promotion.

At the end of the third year, the group supervisor completes the third annual appraisal of the trainee. Based upon an evaluation of the trainee's performance and college course work, the Regional Director will make a recommendation to the Associate General Counsel, Division of Operations Management, regarding conversion and, where appropriate, promotion. A determination will be made by the Associate General Counsel, Division of Operations Management, of the trainee's readiness for conversion to the target position and, where appropriate, promotion.

Statement of Duties

NLRB Bridge Program for Labor Management Relations Aid GS-303-

Introduction

This is a trainee position located in a Regional Office of the National Labor Relations Board. The incumbent is part of a formal, OPM approved, "Bridge Program" designed to provide experience and training to the incumbent so as to qualify him/her for the target position of Labor Management Relations Examiner, GS-7. The incumbent, under the general supervision of the Assistant to the Regional Director, receives on-the-job and formal training designed to qualify the incumbent for the target position.

Duties

Incumbent is assigned subject matter reading material for study and learning. Such material includes various handbooks, internal instructions and guidelines, Case Flow Charts, outlines of law and procedure in representation proceedings and sets of current NLRB Case forms. Incumbent reads material, attends formal training meetings designed to cover both basic and novel casehandling procedures, and "sits in" on conferences and discussions with staff members; for example, agenda meetings and pre-election conferences, to provide incumbent with actual experience and acquaint him/her with all phases of examining work.

Participates with a higher graded Labor Management Relations Examiner as an observer on various types of cases for the purpose of acquiring first-hand knowledge of casehandling procedures and techniques.

Assists a Labor Management Relations Examiner of higher grade on routine phases of casehandling activities. Their assignments typically include such tasks as interviewing witnesses in relatively uncomplicated cases, preparing affidavits as to their testimony, and drafting a report of the investigation; assisting in holding elections, checking the eligibility of voters, etc., assisting in the investigation phase of the assignment which may involve excerpting data from respondent's books, production records, and cost statements. Depending on incumbent's progress, he or she will be given primary responsibility for processing charges and petitions under the supervision of a group supervisor or Assistant to the Regional Director.

Supervision and Guidance Received

The scope and planning of incumbent's training is under the general supervision of the Assistant to the Regional Director (ARD). Orientation and training assignments are made by the ARD or by a group supervisor and are designed to be carried out insofar as practicable in accordance with the individual needs of the incumbent and the Agency's training agreement. On-the-spot supervisory guidance is provided as necessary. All of the incumbent's work is closely supervised and carefully reviewed. The accuracy and adequacy of the incumbent's factfinding, report writing and analysis is checked, and further research, investigation and/or revision are directed as may be necessary.

Division of Operations Management Š PADE S. ORDANIZATION CS-301 2. CURRENT POSITION AND GRADE (Office Manager) 1. NAME OF EMPLOYEE

First Qtr. FY'87 ESTIMATED DATES ESTHARTED DIRECT COST SOURCE OF TRAINING CORRESPONDENCE .. OSA. LEARNING LAB OJT ___ 3 Briefing to be provided by OTHER. Regional Office Staff BUGGESTED THAINING INDIVIDUAL DEVELOPMENT PLAN MATIONAL LABOR RELATIONS BOARD Knowledge of NLMB Case Bandling I. PROGRAM MANAGEMENT AND GLIFTORT Proceduras

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Regional Office

provide on-going training in interpretting the wide the degree of the incumbent's experience and knowledge of the Act, the Regional Office will provide on-going training in interpretting the wide individual of statutory, regulatory and administrative requirements applicable to the procedural aspect of case processing. DESCRIPTION OF TRAINING/DEVELOPMENTAL ASSIGNMENT

E PROGRAM MANAGEMENT AND BUPPORT	SUGGESTED TRAINING	SOURCE OF THAINING	ESTIMATED DINECT COST	ESTIMATED ESTIMATED COMPLETION DINECT COST DATES DATE	COMPLETION DATE	LOGATION
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The first part reviews previous case handling procedures, describen evolution to current systems and surveys the various case handling atautate in use. The thul part covers the various charts used to track case progress in the field; e.g., Settlements and Adjustments, Compliance, Time Targets and a besting Compliance, Time Targets and a besting Compliance, CESCRIPTION OF TRAINING/DEVELOPMENTAL ASSIGNMENT

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leaderably mathods; formulate training and development plans; everence barriers to effective communication; motivate, counsel, and discipline employees for experienced supervisors. Participants who succussfully complete this course should be able to use staff resources effectively; apply appropriate Implement Sederal persoonel management policies and regulations; and relate the role of the supervisor to other management roles and to the objectives covers the planning methods, jub knowledges, and loadership skills casential for the buginning supervisor. This is also an excellent refresher course This course will provide the new supervisor with basic principles and techniques of supervision. DESCRIPTION OF TRAINING/DEVELOPMENTAL ASSIGNMENT of the organization.

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IV STAFF WANAGEMENTIBLIPERVISION	SUGGESTED TRAINING	SOURCE OF TRAINING	ESTIMATED DIRECT COST	ESTIMATED ESTMATED COMPLETION SHEET COST DATE	COMPLETION DATE	LOCATION
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Not to be filled concurrently with Office Manager, GS-301-9, Ag. No. SP-299 Office Manager, GS-301-7, Ag. No. SP-298, in any one Regional Office.

INSTRUCTIONS FOR COMPLETING OPTIONAL FORM 8 POSITION DESCRIPTION

In order to comply with the requirements of FPM Chapter 295, subchapter 3, and other provisions of the FPM, agencies must complete the items marked by an asterisk. Agencies may determine what other items are to be used.

- Enter position number used by the agency for control purposes, See FPM Ch. 312, Subch. 3.
- *2. Check one.
 - "Redescription" means the duties and/or responsibilities of an exisiting position are being changed.
 - "New" means the position has not previously existed.
 - "Reestablishment" means the position previously existed, but had been cancelled.
 - "Other" covers such things as change in title or occupational series without a change in duties or responsibilities.
 - The "Explanation" section should be used to show the reason if "Other" is checked, as well as any position(s) replaced by position number, title, pay plan, occupational code; and grade.
 - Check one. See FPM Ch. 338, Subch. 3, for application of apportionment requirements to positions in the Departmental Service. Agencies may show apportioned positions by placing "A" after "Dept"."
- *4. Enter geographical location by city and State for if position is in a foreign country, by city and country).
- *5. Enter geographical location if different from that of #4.
- To be completed by the Civil Service Commission for positions at GS-18, -17, and -18, and for Public Law type positions. (See #15a for date of CSC certification.)
- *7. Check one to show whether the incumbent is exempt or non-exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act. See FPM Ch. 551.
- Check one to show whether the incumbent is required to submit a statement of employment and financial interests. See FPM Ch. 735, Subch. 4.
- Check one to show whether Identical Additional positions are permitted. See FPM Ch. 312, Subch. 4. Agencies may show the number of such positions authorized and/or established after the "Yes" block.
- 10. Check one. See FPM Ch. 212 for information on the competitive service and FPM Ch. 213 for the excepted service. For a position in the excepted service, enter authority for the exception, e.g., "Sch. A-213.3102(d)" for Attorney positions excepted under Schedule A of the Civil Service Regulations.
- 11. Check one.
 - A "Supervisory" position is one that requires the exercise of at least the level of supervisory responsibility that meets the minimum requirements for application of the "Supervisory Grade Evaluation Guide" for GS positions or for classification in the WS or WN schedules of the Federal Wage System; or, the position meets the standard of minimum supervisory responsibility defined in the job standards of the applicable pay schedule. Agencies may designate first-level supervisory positions by placing "1" or "1st" after "Suprvsry."
 - A "Manageriz:" position is one that has the full range of managerial functions as delineated in the "Definition of Managerial Positions" in the introductory section to the "Supervisory Grade Evaluation Guide" for GS positions.
- 12. Check one to show whether the position is critical-sensitive, noncritical-sensitive, or nonsensitive for security purposes. See FPM Ch. 732, Subch. 1.

- Enter competitive level code for use in reduction-in-force actions. See FPM Ch. 351.
- Agencies may use this block for any additional coding requirement.
- *15. Enter classification/job grading action.
 - For "Official Title of Position," see the applicable classification or job grading standard. For positions not covered by a published standard, see the General Introduction to "Position Classification Standards," Section III, for GS positions, or FPM Supplement 512-1, "Job Grading System for Trades and Labor Occupations," Part 1, Section III.
 - For "Pay Pian" code, see FPM Supplement 292-1, "Personnel Data Standards," Book III, Subch. S1.
 - For "Occupational Code," see the applicable standard; or, where no standard has been published, see the "Handbook of Occupational Groups and Series of Classes," for GS positions, or FPM Supplement 512-1, Part 3, for trades and labor positions. For all positions in scientific and engineering occupations, enter the two digit functional classification code in parentheses immediately following the occupational code, e.g., "GS-1310(14)." The codes are listed and discussed in the General Introduction to "Position Classification Standards," Section VI.
 - Enter the organizational, functional, or working title if it differs from the official title.
 - 17. Enter the name of the incumbent, If there is no incumbent, enter "vacancy."
- *18. Enter the organizational location of the position, starting with the name of the department or agency and working down from there.
- If the position is occupied, have the incumhent read the attached description of duties and responsibilities. The employee's signature is optional.
- *20. This statement normally should be certified by the immediate supervisor of the position. At its option, an agency may also have a higher-level supervisor or manager certify the statement.
- *21. This statement should be certified by the agency official who makes the classification/job grading decision. Depending on agency regulations, this official may be a personnel office representative, or a manager or supervisor delegated classification/job grading authority.
- 22. Enter the position classification/job grading standard(s) used and the date of issuance, e.g., "Mail and File, GS-305, May 10.72."
- 23. Agencies are generally required to review, at least annually, each established position to determine whether the position is still necessary and, if so, whether the position description is adequate and classification/job grading is proper. See FPM Ch. 312, Such. 4. This section may be used as part of the review process. The employee's initials are optional. The initials by the supervisor and classifier represent recertifications of the statements in items #20 and #21 respectively.
- 24. This section may be used by the agency for additional coding requirements or for any appropriate remarks.
- *25. Type the description on plain bond paper and attach to the form. The agency position number should be shown on the attachment. See appropriate instructions for format of the description and for any requirements for evaluation documentation, e.g., "Instructions for the Factor Evaluation System" in the General Introduction to "Position Classification Standards," Section VII.